

and exclude the Grantor and its agents and employees and all other persons therefrom, and having and holding the same may make all necessary or proper repairs, replacements and useful or required alterations, additions, betterments or improvements to or upon the same, operate, maintain, control, make secure and preserve the same and receive all earnings, income, profits, rents (including rents accrued and unpaid), and proceeds accruing with respect thereto or any part thereof, such earnings, income, profits, rents and proceeds being hereby assigned to the Beneficiary as additional security for the repayment of the Indebtedness. In so doing, the Beneficiary or the Trustees shall have the right to manage the Property and to carry on the business of the Grantor and may exercise all of the rights and powers of the Grantor, either in the name of the Grantor, or otherwise, including, but without limiting the generality of the foregoing, the right to lease the Property or any part thereof, to cancel, modify, renew or extend any lease or sub-lease of the Property or any part thereof and to complete the construction of any unfinished improvements. The Beneficiary or the Trustees shall be under no liability for or by reason of any such taking of possession, entry, holding, removal, maintaining, operation or management, except for willful misconduct. Any amounts so received by the Beneficiary or the Trustees shall be applied (i) first, to pay all costs and expenses of so entering upon, taking possession of, holding, operating, maintaining, preserving and managing the Property or any part thereof including, but not in limitation of the foregoing, reasonable compensation to the attorneys, employees or agents of the Beneficiary or of the Trustees engaged or employed with regard thereto, (ii) second, to pay the cost and expense of all repairs, renewals, replacements, alterations, additions, betterments and improvements to or upon the Property or any part thereof, and (iii) the balance, if any, to such part of the Indebtedness as selected by the Beneficiary. The Grantor shall pay on demand to the Beneficiary or to the Trustees (as the case may be) the amount of any deficiency between (1) the amounts so received by the Beneficiary or the Trustees and (2) all moneys paid or advanced and all costs and expenses incurred (including without limitation reasonable attorney's fees and expenses) by the Beneficiary or by the Trustees (as the case may be) in exercising the rights provided in this paragraph, and the same shall bear interest at a rate 1% in excess of the interest rate provided in the Note and shall be a part of the Indebtedness secured hereby. The exercise of the remedies provided in this Section shall not cure or waive any event of default or notice of an event of default hereunder or invalidate any act done pursuant to such notice, and the enforcement of such remedies, once commenced, shall continue for so long as the Beneficiary shall elect, notwithstanding the fact that the exercise of such remedies may have, for a time, cured the original event of default.

Section 4.05. Other Remedies. The Beneficiary shall have the right from time to time to enforce any legal or equitable remedy against the Grantor and to sue the Grantor for any sums (whether interest, damages for failure to pay principal or any installments thereof, taxes, or any other sums required to be paid under the terms of this Deed of Trust, as the same become due), without regard to whether or not the Principal Sum secured or any other Indebtedness secured by this Deed of Trust shall be due, and without prejudice to the right of the Beneficiary thereafter to enforce any appropriate remedy against the Grantor, including an action of foreclosure, or any other action, including an action for specific performance, for a default or defaults by the Grantor existing at the time such earlier action was commenced. Nothing contained in this Deed of Trust shall preclude the Beneficiary from exercising or enforcing any rights it may now or hereafter have under or pursuant to any separate instrument of guaranty.